

DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS
FOR

WILSONIA HARBOR, WILSONIA SHORES, WILSONIA PINES, WILSONIA
DOGWOODS, WILSONIA PLANTATIONS AND WILSONIA ESTATES
SUBDIVISIONS

THIS DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS is made as of the 1st day of June, 1992, by Lloyd A. OUTTEN, Jr., Jane G. OUTTEN, Leslie A. OUTTEN and Douglas L. OUTTEN, individually and collectively, hereafter individually and collectively called the DECLARANT.

WITNESSETH

WHEREAS, DECLARANT are the respective owners of the real property described in Article II of this Declaration and have created thereon subdivisions of the property known as Wilsonia Harbor, Wilsonia Shores, Wilsonia Pines, Wilsonia Dogwoods, Wilsonia Plantations and Wilsonia Estates, hereinafter called the "SUBDIVISIONS", and sometimes called the "COMMUNITY", with Wilsonia Drive, Wilsonia Harbor Lane, Wilsonia Harbor Way, Wilsonia Shores Drive and Wilsonia Pines Drive which will be built to standards prescribed by the Virginia Department of Transportation and will be dedicated to the Commonwealth of Virginia or County of Northampton, as appropriate; and

WHEREAS, it is DECLARANT'S intention to sell and convey lots in the COMMUNITY, and before doing so, DECLARANT intends to impose upon such lots and the COMMUNITY mutual and beneficial restrictions, covenants, easements and charges under a plan of improvement and development for the benefit of all of the property in the COMMUNITY and the successive grantees thereof; and

WHEREAS, DECLARANT desire to provide for the preservation of the values and amenities in the COMMUNITY and to this end, desire to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof; and

WHEREAS, DECLARANT will incorporate or cause to be incorporated under the laws of the Commonwealth of Virginia, as a nonprofit corporation, Wilsonia Property Owners Association, Inc., for the purpose of exercising the powers and functions aforesaid:

NOW, THEREFORE, the DECLARANT declare that the real property described in Article II, shall be held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the covenants, restrictions, easements, conditions, charges and liens (sometimes referred to as "Protective Covenants and Easements"), hereinafter set forth, which are for the purpose of protecting the value and desirability of and shall run with, the real property and be binding on all parties having any right, title or interest in such property or any portions thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

AND FURTHER, the undersigned hereby acknowledge their intention to delegate and assign to the Association, as hereafter defined, the powers of owning, maintaining, and administering the Common Areas, administering and enforcing the Covenants and Easements, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

a) "Association" shall mean the Wilsonia Property Owners Association, Inc., or other property owners association incorporated by DECLARANT with similar name, its successors and assigns, an incorporated association of property owners in Wilsonia Harbor, Wilsonia Shores, Wilsonia Pines, Wilsonia Dogwoods, Wilsonia Plantations and Wilsonia Estates.

b) "Board" shall mean the Board of Directors of the Association.

c) "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision map of the Properties and designated thereon as Common Area and intended to be devoted to the common use and enjoyment of the Owners, including easements and improvements thereon, and other additional properties designated by the DECLARANT.

d) "DECLARANT" shall mean the current owners and sellers of Wilsonia Harbor, Wilsonia Shores, Wilsonia Pines, Wilsonia Dogwoods, Wilsonia Plantations and Wilsonia Estates, and their respective successors and assigns, collectively and individually, as appropriate to the context; provided, however, that no successor or assignee shall have any rights or obligations of DECLARANT hereunder unless such rights and obligations are specifically assigned by document recorded in the land records of Northampton County, Virginia, or unless such rights and obligations inure to their respective successors by operation of law.

e) "Declaration" shall mean and refer to this Declaration of Covenants and Easements and all other provisions herein set forth in this entire document, as the same may from time to time be amended.

f) "Living Unit" shall mean a building or any portion of a building in the Properties which is designed and intended for use and occupancy as a residence.

g) "Lot" shall mean any numbered plot of land shown upon any recorded Subdivision plat of the Properties with the exception of Common Areas as herein defined.

h) "Member" shall mean and refer to all those Owners who are members of the Association.

i) "Notice" shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient; or (ii) notices published at least once a week for two consecutive weeks in a newspaper having general circulation in Northampton County.

j) "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities holding any Lot in the Properties, whether such ownership be in fee simple title or as land contract vendee, but shall not mean the beneficiary or trustee in a security trust or mortgage unless and until such trustee, mortgagee or beneficiary has acquired title pursuant to foreclosure or through any proceeding in lieu of foreclosure.

k) "The Properties" shall mean and refer to all lands described herein and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article II, hereof.

l) "Subdivisions" shall mean the real properties described in Article II herein, including Lots 1 through 18, Lot 19-A, Lots

21 through 24 and Lot 25-B, Wilsonia Harbor; Lots 1 through 23 and Lots 24-A and 25-A, Wilsonia Shores; Lots 1-A, 2-A, 3-A and 4-A, Wilsonia Pines; Lots 1, 2 and 3-A, Wilsonia Dogwoods; Lots 1 through 27 and Lot 28-A, Wilsonia Plantations; and Lots 1-B, 1-C and Lots 2 through 12 Wilsonia Estates and any other land the DECLARANT will subdivide and add in the future and shall be collectively called the "COMMUNITY".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to this Declaration is located in Eastville District, Northampton County, Virginia, and is more particularly described as follows:

All those certain lots shown and designated as Wilsonia Harbor Lots 1-25, inclusive, all as shown on that certain plat of survey entitled "Subdivision of Wilsonia Harbor, Eastville District, Northampton County, Virginia, For Lloyd A. Outten, Jr.," made by Miller-Stephenson & Associates, P.C., dated April 7, 1989, which said plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 18 at pages 23 through 25; and

All those certain lots shown and designated as Wilsonia Shores Lots 1-25, inclusive, all as shown on that certain plat of survey entitled "Subdivision of Wilsonia Shores, Eastville District, Northampton County, Virginia, For Jane G. Outten," made by Miller-Stephenson & Associates, P.C., dated April 6, 1989, which said plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 18 at pages 14 and 15; and

All those certain lots shown and designated as Wilsonia Pines Lots 1-5, inclusive, all as shown on that certain plat of survey entitled "Subdivision of Wilsonia Pines, Eastville District, Northampton County, Virginia, For Leslie A. Outten," made by Miller-Stephenson & Associates, P.C., dated April 7, 1989, which said plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 18 at page 16; and

All those certain lots shown and designated as Wilsonia Dogwoods Lots 1-5, inclusive, all as shown on that certain plat of survey entitled "Subdivision of Wilsonia Dogwoods, Eastville District, Northampton County, Virginia, For Douglas L. Outten," made by Miller-Stephenson & Associates, P.C., dated April 10, 1989, which said plat is recorded in the Northampton County Circuit Court

Clerk's Office in Plat Book 18 at page 26; and

All those certain lots shown and designated as Wilsonia Plantations Lots 1-28, inclusive, all as shown on that certain plat of survey entitled "Subdivision of Wilsonia Plantations, Eastville District, Northampton County, Virginia, For Lloyd A. Outten, Jr.," made by Miller-Stephenson & Associates, P.C., dated August 10, 1989, which said plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 19 at pages 41 through 43; and

All those certain lots shown and designated as Wilsonia Estates Lots 1-12, inclusive, all as shown on that certain plat of survey entitled "Subdivision of Wilsonia Estates, Eastville District, Northampton County, Virginia, For Jane G. Outten," made by Miller-Stephenson & Associates, P.C., dated August 9, 1989, which said plat is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 18 at pages 54 & 55.

Certain Lots and Common Areas within the Community have been realigned and/or relocated. Such realignment and relocation is with the approval of Declarant. Such realignment and relocation is shown on those two certain plats of survey entitled "Plat Showing Realignment and Consolidation of Lots in Wilsonia Pines, Wilsonia Estates, Wilsonia Shores, Wilsonia Plantations and Wilsonia Harbor For Lloyd A. Outten, Jr., Leslie A. Outten and Jane G. Outten" dated May 6, 1992, prepared by Miller-Stephenson & Associates, P.C., which plat of survey is recorded in the Northampton County Circuit Court Clerk's Office in Plat Book 21 at page 22, and "Plat Showing Common Area, Realignment and Consolidation of Lots in Wilsonia Dogwoods and in Wilsonia Harbor For Douglas L. Outten and Lloyd A. Outten, Jr.," dated May 15, 1992, prepared by Miller-Stephenson & Associates, P.C., which plat of survey is recorded in the aforesaid Clerk's Office in Plat Book 21 at page 23.

Any additional real property the DECLARANT may subdivide and add to the Community. Such additional property shall be added by supplementary declaration which shall describe the real property to be annexed to the scheme of this Declaration, and shall state that it is being made pursuant to the terms hereof for the purpose of annexing such property hereto and extending the jurisdiction of the Association to cover such property. The supplementary declaration may contain additional provisions which apply to such property being annexed. All such provisions shall be consistent in quality with those contained herein.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT

Subject to the provisions of Article III, Section 4, each Member shall have a right of ingress/egress and an easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. COMMON AREAS

Properties designated as Common Areas are for the ingress/egress as well as the mutual enjoyment of the property Owners of Lots within the Community and other persons whom the DECLARANT or their assignees designate, and said rights are subject to the terms and conditions of this Declaration. The following Common Areas are hereby designated by DECLARANT:

a) The parcel of approximately 0.96 acres located between Lots 11 and 12 of Wilsonia Harbor and between Wilsonia Harbor Way and Hungars Creek is designated as an area for enjoyment, ingress and egress, and water access. DECLARANT has placed thereon a boat ramp and two piers which are for the common use of the Owners and other persons designated by DECLARANT.

b) The parcel of approximately 4.29 acres in Wilsonia Plantations bounded by Lots 3 and 4, Wilsonia Harbor Lane and Wilsonia Harbor Way is designated as an area for the common recreational use and/or a parking lot for boat trailers and towed vehicles of the Owners and other persons designated by DECLARANT.

c) The parcel of approximately 6.30 acres in Wilsonia Dogwoods bounded by Lot 3-A of Wilsonia Dogwoods, Wilsonia Harbor Lane and Wilsonia Harbor Way is designated as an area for enjoyment, recreation and community activities. A no parking area is established thereon which area is within 100 feet of Wilsonia Harbor Way. Such parking restriction shall not be removed without the written consent of Owners of Lots 13 through 19-A of Wilsonia Harbor.

d) The parcel of approximately 0.09 acres between Wilsonia Pines Drive and Wilsonia Drive is designated as an area for limited pedestrian and vehicular traffic flow.

DECLARANT may place additional improvements on the Common Areas, but is not obligated to do so. The Association shall have

the right to adopt and enforce rules and regulations governing the use of such Common Areas.

Section 3. STATE DEDICATED ACCESS ROAD

DECLARANT shall cause to be dedicated to the Commonwealth of Virginia those certain fifty (50) foot roads shown and designated on the plats as Wilsonia Drive, Wilsonia Harbor Lane, Wilsonia Harbor Way, Wilsonia Shores Drive, Wilsonia Way and Wilsonia Pines Drive. Until accepted by the Commonwealth of Virginia as public roadways, each Lot shall have an easement in common with others over the said Wilsonia Drive, Wilsonia Harbor Lane, Wilsonia Harbor Way, Wilsonia Shores Drive, Wilsonia Way and Wilsonia Pines Drive for purposes of ingress and egress between said Lots and existing public highways. The roads will be constructed to state standards and dedicated to the Commonwealth of Virginia when such roads are eligible for acceptance under the regulations of the Virginia Department of Transportation.

Section 4. EXTENT OF MEMBER'S EASEMENTS

The rights and easements of enjoyment created hereby shall be subject to the right of the Association to suspend the use and enjoyment rights of any Member of the Association for any period during which assessments as to such Member's Lot remain unpaid, and to suspend the use and enjoyment rights of any Member for any period, not to exceed sixty (60) days, for each infraction by such Member or his family or his invitees of any published rules and regulations consistent with these Declarations. Nothing contained in this paragraph shall be deemed to deny property Owner, Owner's tenants, invitees or licensees access to and from Lots in the Community.

Section 5. CONVEYANCE OF COMMON AREA

DECLARANT have the right to convey the Common Areas to the Association, at any time, and the Association shall be obligated to accept the Common Areas and their appurtenances, if tendered.

ARTICLE IV

COMPLETION OF CONSTRUCTION/EXTERIOR MAINTENANCE

Section 1. REVIEW BY COMMITTEE

a) No building, fence, wall or other structure shall be commenced, erected or maintained upon any of the Lots, nor shall

any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DECLARANT, or after 75% of the Lots have been conveyed by DECLARANT, by the Board, or by an architectural committee composed of three (3) persons elected by the Board.

b) In the event DECLARANT or the architectural committee fails to approve or disapprove such design and location within sixty (60) days after complete and final plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with as per the plans submitted. If changed, such plans must be resubmitted.

Section 2. COMPLETION OF CONSTRUCTION

All building exteriors shall be completed within six (6) months from commencement of construction.

ARTICLE V

BUILDING AND USE LIMITATIONS

Section 1. USE AND STRUCTURES

a) Except as otherwise expressly provided herein, no Lot shall be used except for single family residential dwellings with an attached or detached garage or carport and for purposes incidental or necessary thereto. In ground pools, hothouses, and storage buildings are permitted.

b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family, except that an occupant of said dwelling may also maintain a professional office of a physician, dentist, chiropractor, chiropodist, optometrist, attorney, accountant, architect, engineer, surveyor or conduct a compatible home occupation. No such profession or home occupation shall be permitted to continue, however, if, in the opinion of the DECLARANT, or after 75% of the Lots have been conveyed, a 2/3rds majority of the Owners, such profession or home occupation shall be deemed to be incompatible or not in harmony with the residential neighborhood. No business of any kind or noxious or offensive activity shall be carried on upon any Lot, or Common Area within or without the dwelling nor shall anything be done thereon which in the opinion of the DECLARANT, or after 75%

of the Lots are conveyed, a 2/3rds majority of the Owners, is or may reasonably be expected to become an annoyance or nuisance.

c) There are currently two quonset huts located on Lot 3-A of Wilsonia Dogwoods. Such structures may be used by the Owner of such parcel for enclosed paid boat storage.

d) Model homes and speculation homes may be constructed by the DECLARANT and its agent, successors or assigns and used as development, construction and sales offices to develop, build, sell and resell homes within the Community. No other real estate sales offices shall be permitted within the Community during the period that DECLARANT or any of them continue to have Lots for sale.

e) Except for a reasonable period during the actual construction of a residence or group of residences, no trailer, tent, shacks or other such structure shall be erected on or be used on any Lot, except with the written permission of the DECLARANT, the Board or the architectural committee, as appropriate. In no event shall such a structure be used as living quarters. Prior to the construction of a Living Unit on the property, recreational vehicles and/or camper trailers may be placed on the property and occupied but may not be occupied for more than thirty (30) days in any calendar year unless and until construction has begun on a single family dwelling on such Lot and the vehicle or trailer has been connected to the well and septic system or the unit has a self-contained system and the sewage is emptied at a location outside the Properties. Such occupancy during construction shall not exceed a period of the six (6) months immediately following the commencement of construction.

Section 2. LOT AREA AND WIDTH; SET BACK;
 SIZE OF BUILDINGS; TREED STRIP

a) No part of any single family dwelling shall be located nearer than 75 feet of Wilsonia Drive, Wilsonia Harbor Lane, Wilsonia Harbor Way, Wilsonia Shores Drive, Wilsonia Pines Drive, or Wilsonia Way; 25 feet from any side Lot line, nor 100 feet from the tidal waters, except that dwellings on Lots 15 through 19-A of Wilsonia Harbor and Lots 13 through 17 of Wilsonia Shores may be located up to 50 feet from tidal waters upon approval of appropriate governmental regulatory agencies.

b) All Dwelling Units shall have a living area, exclusive of open porches, garages and carports, of not less than 1,600 square feet.

c) No Lot Owner shall cut or permit to be cut any trees greater than six (6) inches in diameter at a height of one (1) foot

from the ground within one hundred (100) feet of the upland side of mean low water except as same may be reasonably necessary for the siting of a homesite by such Owner or unless the trees are diseased.

Section 3. MECHANICAL EQUIPMENT/ANTENNAE AND TOWER

Mechanical equipment, antennae and towers, shall be located on or behind that portion of the Living Unit which is opposite from the side that faces the roadway, except that such mechanical equipment as cannot be so located for practical reasons, such as the equipment of a pool pump house, shall be completely shielded from view at a standing height of six (6) feet when viewed from roads and adjoining properties or by an enclosure that conforms in architectural material and color to the dwelling and is approved by DECLARANT, the architectural committee or the Board, as appropriate. Television reception dishes shall be black in color and constructed of see-through mesh material.

Section 4. PREVENTION OF POLLUTANT CONTAMINATION

a) TOXIC CHEMICALS: No discharge of toxic chemicals, as defined by the Environmental Protection Agency or other appropriate entity, shall be made on any Lot or elsewhere in the Community. Such toxic chemicals (including oil and other fluids removed from vehicles) shall be taken to collection centers located either in or outside the Community. Vehicles which leak any kind of fluid must be immediately repaired or removed from the Community. Nothing herein shall preclude the use of approved herbicides, pesticides and other chemicals approved for home and garden use when used according to label instructions and regulations imposed by appropriate federal, state and local regulatory agencies.

b) FIRE DAMAGE: Fire damage shall be immediately surrounded with hay bales to prevent any damage to the environment and all debris must be removed within thirty days.

c) SWIMMING POOLS: Any swimming pool not connected into a central sewer system must be drained slowly into a large expanse of lawn or into a treed area in order to allow the chlorine to dissipate and the water to filter into the soil.

Section 5. GARBAGE AND RUBBISH

Garbage and rubbish shall not be dumped or burned or allowed to accumulate on any Lot, Common Area or roadway. Garbage, rubbish or other debris, properly contained in a metal or plastic receptacle with a proper fitting lid, may be placed outside the dwelling, provided same is screened from view. Trash, garbage and

the like shall not be accumulated or incinerated and shall be regularly removed. No junk or unlicensed motor vehicles shall be permitted. No building materials or equipment, furniture, or any other unsightly accumulation shall be permitted outside an enclosed building. Unless and until such time as garbage collection becomes available, said metal or plastic receptacles must be taken to the refuse collection centers provided within the Community, but if none are provided, then taken to refuse collection centers outside the Community.

Section 6. MAINTENANCE

Owners shall maintain Lots and improvements thereon so as not to create a fire, safety, or health hazard in the Community. Weeds and grass shall not be allowed to grow excessively or in an unsightly manner. The Owner shall keep all improvements therein and thereon in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements thereon as provided herein, the Association, after notice to such Owner, shall have the right to enter upon said Lot to correct, repair, maintain and restore such Lot and the exterior of the buildings and any other improvements located thereon. All costs related to such correction, repair or restoration shall be billed to the Owner and shall become and remain a lien on the Lot until paid.

Section 7. WATER AND SEWER

All structures intended for occupancy must be equipped with plumbing facilities that conform to the requirements of the Northampton County Health Department. Septic systems must be cleaned when needed, but in no event, less often than every five years to ensure that there is enough space in the septic tank for waste-water so that solids do not escape into the absorption field. Septic system failures must be corrected immediately.

Section 8. RENTING OF HOMES

No Lot or Living Unit may be rented in the Community except by a written lease which makes the tenant responsible and liable for compliance with the Covenants and Easements. Violation thereof shall be grounds for eviction.

Section 9. TRAILERS & BOATS

No trailers or semi-trailers shall be parked on the property except a recreational vehicle (RV) which is not inhabited shall be permitted. The RV must be parked in the back yard away from public

view.

One boat on a trailer is permitted on each lot located in Wilsonia Harbor, Wilsonia Pines, Wilsonia Shores, Lot 1-B Wilsonia Estates, and Lots 1 and 2 of Wilsonia Dogwoods. Two boats or boats on trailers are allowed on each Lot in Wilsonia Plantations, Lot 1-C and Lots 2 through 12 in Wilsonia Estates and Lot 3-A of Wilsonia Dogwoods provided such boats or trailers are, licensed, are in good repair and are not unsightly. Boats which are garaged, or in the water at the dock, shall not be counted against such limit. No boat will be allowed to remain on the Lot, if in the opinion of the DECLARANT, or after 75% of the Lots have been conveyed, a 2/3rds majority of the Owners, it shall prove to be unsightly or not in good repair or incompatible or not in harmony with the residential neighborhood.

Section 10. ANIMALS

Dogs and cats may be kept on any Lot, providing that they are not allowed to wander off the property of their owner onto the property of others and do not become a nuisance to others. Not more than two horses may be kept on each of Lots 10 through 21 of Wilsonia Plantations and provided that such horses are contained by fences or pens, and further that such horses do not become a nuisance to others in the opinion of the DECLARANT or Board. No animals may be kept for commercial purposes.

Section 11. NURSERY AND FARMING BUSINESS

a) No farming or nursery business shall be conducted on any Lot conveyed by the DECLARANT except that the DECLARANT may continue to farm any unsold Lot for the purposes of general maintenance and practical land use until conveyed.

b) Lots 10 through 21 of Wilsonia Plantations may have barns, stables, and out buildings normally associated with a residential country farmette or ranchette. No such buildings shall be permitted on other Lots.

Section 12. UTILITIES

All telephone, electric, television, plumbing and other utility lines shall be installed underground. All rights and easements in the roads shown on the various plats shall be subject to the rights and easements of public utility companies to install utility lines and maintain the same along, over, and under the roads shown on the plats and in such additional easement areas as may hereafter be designated for such purpose. In addition, DECLARANT may grant to utility companies a utility easement agreed

upon by DECLARANT and utility companies for the extension of utility service to such Lots.

Section 13. SIGNS

No commercial sign or any kind of advertising shall be displayed on any residential Lot except that one sign of not more than one (1) square foot advertising the property for rent or sale shall be permitted on each Lot. Also permitted is one sign of not more than two (2) square feet with the name and address of the Owner or Lessee.

The DECLARANT may maintain one sign of up to 64 square feet within each Subdivision with the name of the Subdivision and/or the Community, the DECLARANT or DECLARANT'S successor's name or agent and its telephone number(s).

Section 14. CLOTHES LINES

No outdoor clothes lines are permitted in the Community except in Wilsonia Plantations Lots 1 through 25, Wilsonia Dogwoods Lot 3-A, and Wilsonia Estates Lots 1-C and 2 through 12 on which parcels such lines will be permitted provided that they are not visible from the road at a standing height of six (6) feet; and except that one clothes line on umbrella pole which opens to no more than seven foot square and which is located within twenty-five feet of the rear wall of the dwelling is permitted on each lot within the Community.

Section 15. FUEL TANKS, GAS TANKS

Fuel tanks, gasoline tanks and similar containers shall be buried unless they are fenced and screened from view.

Section 16. FENCES

Fences which are visible from a road must be constructed of wood and painted or stained white, except those fences erected for the purpose of enclosing individual pools may be constructed either of wood or of green chain link.

Section 17. RESUBDIVISION

There shall be no resubdivision or further division of the COMMUNITY without the prior approval of the DECLARANT, or after all of the Lots are originally conveyed, of seventy-five percent (75%) of the voting members of the Association given at a duly called meeting thereof; provided, however, that area from one Lot may be taken from such Lot and added to an adjoining Lot as an

addition to an adjoining Lot, but not such as to create an additional Lot. Lots may be consolidated. In the event that such a resubdivision is approved, then each additional Lot shall carry with it the rights and obligations of original lots and assessments and dues shall be assessed to each resulting Lot.

Section 18. VARIANCES

The purpose of the foregoing Building and Use Limitations is to insure the use of the Properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the Properties, to maintain the desirability of the COMMUNITY and to thereby secure to each Owner the full benefits and enjoyment of his home with no greater restriction upon the free and undisturbed use of property than is necessary to insure the same advantages to other Owners, and to protect the fragile marine environment. Any reasonable changes, modifications or additions to the foregoing shall be considered by the DECLARANT or the Board of Directors after 75% of the Lots have been conveyed, and if so approved, will then be submitted in writing to the abutting property Owners within the Subdivision and if so consented to in writing shall be recorded as an addendum to this Declaration.

ARTICLE VI

THE ASSOCIATION

Section 1. ORGANIZATION

The Association shall be a nonprofit, nonstock corporation organized and existing under the laws of the Commonwealth of Virginia and charged with the duties and vested with the powers prescribed by law and set forth in its organizational documents, which may be amended from time to time. Voting may be in person or by proxy.

Section 2. MEMBERSHIP

Every person or entity who owns a Lot or an undivided interest in any Lot whether as land contract vendee or fee holder, being subject to these covenants and to assessment by the Association shall be a member of the Association and as such is entitled to vote; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 3. VOTING RIGHTS

a. The Association shall have one class of voting membership. All Owners, including DECLARANT, shall be entitled to one vote for each Lot owned. Membership shall be appurtenant to the Lot giving rise to the membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way. When more than one person holds such interest or interests in any Lot, all such persons shall be Members. However, there shall only be one vote for each Lot exercised by the person designated by the joint Owners of such among themselves. If such joint Owners cannot agree among themselves, then the vote for such membership shall not be counted. However, if the dispute as to who shall vote is presented to the meeting, the membership will be counted as present for purposes of a quorum.

b. Through December 31, 1995, or until seventy-five percent of the Lots have been conveyed by the DECLARANT, or DECLARANT'S successor(s), to individual Lot owners, whichever event shall come first, the DECLARANT shall have the right to exercise the controlling vote of the Association's voting membership and of it's Board on all issues. Thereafter, DECLARANT shall have one vote for each Lot owned and shall have no vote on the Board unless DECLARANT or one of them shall have been elected as a member of the Board.

Section 4. BOARD OF DIRECTORS

a. There shall be no more than three (3) Directors. The initial Board shall be appointed by DECLARANT. Thereafter the Board shall be elected by majority vote of the Membership entitled to vote. Directors shall be elected at the annual meeting of the Members, to serve for one year or until their successors are elected. Vacancies shall be filled by a majority vote of the remaining Members of the Board, except that if two (2) vacancies exist at the same time, such vacancies shall be filled by the Membership.

b. Directors shall be required to post a fidelity bond with corporate surety thereon in an amount equal to one hundred ten (110%) percent of the amount of money which will be controlled by such Board at any one time. The cost of such bond shall be an expense of the Association.

c. The Board of Directors shall have all powers to conduct the affairs of the Association which are enabled by law or the organizational documents and which are not specifically reserved to the Members or the DECLARANT by this Declaration or the organizational documents.

d. By way of example and without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

(1) To acquire, own, hold, improve, maintain, manage, convey, and transfer real and personal property for the benefit of the Members in connection with the affairs of the Association, except that the mortgage or conveyance of Common Areas shall require a three-fourths (3/4) majority vote of the Membership;

(2) To establish and enforce rules and regulations for the use of property and to review, modify and approve architectural standards;

(3) To appoint an architectural committee;

(4) To fix, levy and collect assessments;

(5) To grant and convey easements over the Common Areas;

(6) To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or foreclosed, suspending membership rights, or enforcing or effectuating any of the provisions of this Declaration and any supplementary declarations, the organizational documents of the Association and any rules and regulations of the Board;

(7) To monitor Lots for compliance with the rules and regulations and building plans;

(8) To review and approve or disapprove plans required to be submitted for review under this Declaration;

(9) To maintain insurances as may be deemed by them to be appropriate;

(10) To manage and control the Common Areas for the benefit of the Association.

Section 5. OFFICERS

The Association shall have such officers as the Board of Directors shall determine and shall elect. A person may hold more than one office.

ARTICLE VII

ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each subsequent Owner of a Lot in the COMMUNITY, by acceptance of a conveyance of such Lot or parcel within the COMMUNITY, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges;

(2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and reasonable costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made until same is paid. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, in Section 9 of this Article, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment becomes due and payable.

Section 2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Community and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the access roads, Common Areas, and improvements thereon, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, maintenance, and supervision thereof.

Section 3. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS

In furtherance of Section 3 of Article VI of this Declaration

which grants the controlling vote to the DECLARANT on all issues through December 31, 1995, or until seventy-five percent of the Lots of the Community have been conveyed, DECLARANT declares that the assessments to be made against each Lot of the Community by the Association through said date or event shall be Two Hundred Forty Dollars (\$240.00) per year commencing January 1, 1994, payable on the 1st day of May each year. Increases of the annual assessment shall not exceed \$25.00 per year; provided, however, that the Board may, after consideration of current costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Assessments shall not apply to Lots owned by DECLARANT until sold by DECLARANT.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments, after seventy-five percent of the lots have been sold by DECLARANT, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repairs or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, provided any such assessment shall receive the affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for such purpose at least thirty (30) days in advance. Said notice shall set forth the purpose, date, time, and place of the meeting, provided that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its organizational documents.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum assessment respectively, for any such period provided that any such changes shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for such purpose at least thirty (30) days in advance. Such notice shall set forth the purpose, date and time, and place of the meeting, provided that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its organizational documents.

Section 6. QUORUM

The Quorum required for any action of Members shall be as follows: At the initial call of the meeting, the presence at the meeting of Members, including proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS
DUE DATES

The annual assessments provided for herein shall be paid on May 1st commencing on the 1st day of May, 1994. No adjustments or prorations of assessments shall be made by the Association. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. DUTIES OF THE BOARD OF DIRECTORS

The Board shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to each Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT

If any assessment is not paid by its due date, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon shall be a continuing lien on the property until paid in full which lien shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal

obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment is not paid within thirty (30) days after its due date, a penalty fee not to exceed \$10.00 shall be added thereto and from that date interest at the rate of eighteen percent (18%) per annum shall be added to the delinquent balance and penalty and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a Warrant or other Complaint in such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action. The DECLARANT and/or Association shall establish a registered office where a determination may be made of the amount of any unpaid fees and charges hereunder.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any preexisting mortgage or mortgagees; provided, however, that such subordination shall apply only to the assessments which become due prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of a foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY

The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; (b) all properties exempted from taxation by the laws of the Commonwealth of Virginia, upon the terms and to the extent of such legal exemption (c) all Common Property; (d) those unsold Lots owned by DECLARANT, or DECLARANT'S Successor(s).

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. DURATION

The Covenants and Easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the DECLARANT, or after 75% of the lots have been conveyed, by a 2/3rd's majority vote of the Owners or their respective legal representatives, heirs, successors, or assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two thirds of the Lots has been recorded, agreeing to change said Covenants in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three months in advance of the effective date of said change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. NOTICES

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association or in the current records of the County Treasurer at the time of such mailing.

Section 3. ENFORCEMENT

Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate same, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants. Failure of the DECLARANT, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter either as to such violation or any other.

Section 4. SEVERABILITY

Invalidation of any one of these covenants or restrictions, by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 5. RESALE OF LOTS

The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the Covenants and Easements set forth in this Declaration as well as any supplementary declarations. Further the contract seller shall notify the Board of the name and address of the contract purchaser and the settlement agent, and the scheduled date and place conveyance will be accomplished. Upon request, the Board shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether there are violations of the Declaration remaining on the Lot as of the date of preparation of the certificate. If such certificate shall be delivered to the place of closing, then any outstanding assessments together with a reasonable charge to cover the cost of providing such certificate shall be deducted from the seller's account at closing and transmitted directly to the Association.

Section 6. DECLARANT'S EASEMENT TO CORRECT DRAINAGE

For a period of three (3) years from the date of submission of a Lot to this Declaration, the DECLARANT reserves an easement and right on, over, and under the ground within the setback area of each such Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Developer or the DECLARANT shall restore the affected property to its original condition as nearly as is practical. The DECLARANT shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the DECLARANT an emergency exists which precludes such notice. Nothing herein is intended nor shall it have the effect of requiring the Declarant to make any such modifications.

Section 7. CERTAIN RIGHTS OF DECLARANT

For such time as DECLARANT or either of them shall own Lots, their rights and interests shall not be prejudiced by actions of the Board or the Membership unless DECLARANT shall, in writing, join in such action.

Section 8. RESTRICTED PARKING AREA

Parking within that Common Area described in Article III, Section 2. c) shall be restricted such that no parking shall be permitted on that portion of such Common Area which is within one